Electronically Filed
Docket: 14-CRB-0010-CD/SD (2010-13)
Filing Date: 01/17/2018 02:36:49 PM EST

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

In the Matter of	)	
	)	
Distribution of	)	CONSOLIDATED DOCKET NO.
Cable Royalty Funds	)	14-CRB-0010-CD/SD
	)	(2010-2013)
In the Matter of	)	
	)	
Distribution of	)	
Satellite Royalty Funds	)	

MULTIGROUP CLAIMANTS' OPPOSITION TO (SECOND) JOINT MOTION TO STRIKE MULTIGROUP CLAIMANTS' WRITTEN DIRECT STATEMENT AND TO DISMISS MULTIGROUP CLAIMANTS FROM THE DISTRIBUTION PHASE

Multigroup Claimants ("MC") hereby submits its *Opposition to (Second) Joint Motion to Strike Multigroup Claimants' Written Direct Statements and to Dismiss Multigroup Claimants from the Distribution Phase* in the above-captioned proceeding.

ARGUMENT

A. MULTIGROUP CLAIMANTS HAS NOT "VIOLATED THE JUDGES' REGULATIONS" OR "FAILED TO INCORPORATE THE JUDGES' CLAIMS ORDER.

The Settling Devotional Claimants ("SDC") and the Motion Picture Association of America ("MPAA") (collectively, the "Moving Parties") have jointly moved to strike MC's Written Direct Statement in the above proceedings, and dismiss all MC-represented claims for 2010-2013, on the grounds that by making a provisional claim for 100% of the devotional and program suppliers royalty pools, MC's Direct Statement "violates the Judges' regulations" and "made no attempt to incorporate the Judges' October 23, 2017 claims ruling".

1. The regulations applicable to Written Direct Statement contents.

Section 351.4(b) of the CRB regulations articulates what must be set forth in a written direct statement. That provision in its entirety, reads as follows:

> (b) *Required content—*
>
> > (1) *Testimony.* The written direct statement ***shall*** include all testimony, including each witness's background and qualifications, along with all the exhibits.
> >
> > (2) *Designated past records and testimony.* Each participating party ***may*** designate a portion of past records, including records of the Copyright Royalty Tribunal or Copyright Arbitration Royalty Panels, that it wants included in its direct statement. If a party intends to rely on any part of the testimony of a witness in a prior proceeding, the complete testimony of that witness (*i.e.*, direct, cross and redirect examination) must be designated. The party submitting such past records and/or testimony shall include a copy with the written direct statement.
> >
> > (3) *Claim.* In the case of a royalty distribution proceeding, each party ***must*** state in the written direct statement its percentage or dollar claim to the fund. In the case of a rate (or rates) proceeding, each party must state its requested rate. No party will be precluded from revising its claim or its requested rate at any time during the proceeding up to, and including, the filing of the proposed findings of fact and conclusions of law.

37 C.F.R. § 351.4(b) (emphasis added).

As reflected, the only two mandatory elements are witness testimony and a claim. While no issue exists that these appear in MC's written direct statement, the Moving Parties contend that MC's stated claim was not made in good faith, was "bogus", and "made no attempt to incorporate the Judges' October 23, 2017 claims ruling".

As to the issue of "good faith", the Moving Parties' argument can only succeed by misrepresenting MC's stated claim. As was set forth in as explicit a manner as possible, MC's written direct statement reads as follows:

> "As regards the distribution of 2010-2013 cable and satellite royalties, Multigroup Claimants submits no sponsored distribution methodology. Rather, ***Multigroup Claimants has elected to accept the results of methodologies submitted by adverse parties in these proceedings, subject only to modification as to their accuracy and reasonableness, and according to evidence obtained during the course of these proceedings***. To the extent that any proposed methodologies are lacking in accuracy or reasonableness, such issues will be addressed during the rebuttal phase of these distribution proceedings. That is, Multigroup Claimants' concession to any distribution methodology proposed by an adverse party is not unqualified. Rather, it remains subject to any adjustments warranted by information discovered during the course of these proceedings. **[footnote]** Moreover, following the presentation of evidence in the distribution proceeding, the Judges may elect to apply a distribution methodology that was originally submitted in one category in order to dictate the results in another category. **[footnote]**"
>
> * * *
>
> "***Pending review of the distribution methodologies advocated by other parties to these distribution proceedings***, Multigroup Claimants makes claim to one-hundred percent (100%) of the royalties attributable to the devotional and program supplier categories, comparable to the claims for one-hundred percent of such royalties previously claimed by the Settling Devotional Claimants and the Motion Picture Association of America. Upon review and examination of any distribution methodologies submitted to the Judges, Multigroup Claimants reserves its right to revise its percentage claim according to 37 C.F.R. § 351.4(b)(3)."

MC *Written Direct Statement* (Dec. 29, 2017), *Test. of R. Galaz* at 3-4 (emphasis added). Therein, in footnoted citations, MC directed the Judges to the ***identical*** circumstance as the current proceeding, in which the SDC failed to submit a proposed methodology (yet maintained its claims), ***and a prior ruling of this panel*** noting that it may elect to apply a methodology presented in one category on distributions for a different category. Citing Docket nos. 2012-6

CRB CD 2004-2009 (Phase II), 2012-7 CRB SD 1999-2009 (Phase II), *Amended Joint Order on Discovery Motions* (July 30, 2014), at 8.

As such, MC has already stated that it is working within the parameters of any methodologies submitted in these proceedings, accepted such limitation, and would revise its percentage claim upon review of those methodologies and the data upon which such methodologies are based. On what basis such position could be deemed "bad faith" is not articulated by the Moving Parties.

Regardless, if a provisional claim for "100%" of a category's royalties is automatically deemed "bad faith", it cannot be ignored that both of the Moving Parties have repeatedly submitted written direct statements making claim for 100% of royalties in the category they are prosecuting, including in this very proceeding.1 While the Moving Parties argue that *their* prior claims for 100% were not in bad faith because they were provisionally subject to the Judges' impending ruling on claims, they are indistinguishable.2 Moreover, the MPAA has repeatedly submitted written direct statements that presume, without any factual basis for support, that any of thousands of competing program claims between the MPAA and its adversary will be awarded

1 See, e.g., Docket No. 14-CRB-0010-CD (2010-13), *MPAA Written Direct Statement* (June 30, 2017); Docket No. 2008-2 CRB CD 2000-2003 (Phase II), *MPAA Written Direct Statement* (May 30, 2012), at page 4, *SDC Written Direct Statement* (May 30, 2012), at page 4.

2 Ironically, the MPAA sought to have MC's written direct statement dismissed for not specifying a percentage claim, even though the MPAA simply claimed 100% of the program suppliers pool based on the identical impending ruling. Cf. *MPAA Written Direct Statement* with *Multigroup Claimants' Written Direct Statement*. Nonetheless, MC's written direct statement was deemed "stricken"; MPAA's written direct statement was deemed "withdrawn". *Order Granting In Part Multigroup Claimants Expedited Motion to Continue Distribution Proceedings Following Resolution of Pending Motions* at 5 (Aug. 11, 2017).

to the MPAA,3 resulting in miniscule percentage allocations to its adversary.4 Earlier invocations of this allocation were not freely revealed by the MPAA or its expert Dr. Gray, but discovered only after IPG's expert witness found such allocation determination buried in programming code that was produced in discovery. *That* is bad faith.

2. The Judges' October 23, 2017 ruling.

As regards, MC's alleged failure "to incorporate the Judges' October 23, 2017 claims ruling", there is literally nothing to suggest this. First, the Judges October 23, 2017 claims ruling only addressed the validity of claims in these proceedings, not the *value* of such claims, so whether a claim is for 1% or 100% does not itself reflect whether the Judges' ruling has been incorporated or not. Regardless, MC has articulated its intent to adopt a methodology propounded by the Moving Parties, so unless *those* parties have failed to incorporate the Judges' October 23, 2017 claims ruling, as a matter of logic MC cannot be accused of failing to do so.

As best as MC understands, the Moving Parties are arguing that if a party has *any* programs remaining for allocation after the Judges' claims ruling, then it is a certainty that an adverse party cannot be allocated 100%, and that such fact renders MC's provisional claim to be

---

3 In this very proceeding, the MPAA purported to propose a distribution methodology, but then rather than identify the allocation to MC according to such methodology, directed its expert witness to automatically assign a zero value to all MC-represented claims. See *Written Direct Statement Regarding Distribution Methodologies of the MPAA-Represented Program Suppliers*, Test. of J. Gray at p. 3 ("I assume that none of MC's claims are valid.").

4 See, e.g., Docket No. 14-CRB-0010-CD (2010-13), *MPAA Written Direct Statement* (June 30, 2017); Docket No. 2008-2 CRB CD 2000-2003 (Phase II), *MPAA Amended Written Direct Statement* (August 20, 2012); Docket No. 2012-6 CRB CD 2004-2009 (Phase II), *MPAA Written Direct Statement* (May 9, 2014); Docket No. 2012-7 CRB SD 1999-2009 (Phase II), *MPAA Written Direct Statement* (May 9, 2014); Docket No. 2012-6 CRB CD 2004-2009 (Phase II), *MPAA Amended Written Direct Statement* (July 8, 2014); Docket No. 2012-7 CRB SD 1999-2009 (Phase II), *MPAA Amended Written Direct Statement* (July 8, 2014).

in "bad faith". The Judges need not look far to find the hypocrisy of this argument. MC's predecessor and MC have long maintained that the restrictions placed on a copyright owner by the Section 111 and 119 compulsory licenses mandates some allocation of royalties, while the MPAA has long challenged this concept. MC's position has been that once a copyright owner's work has been distantly transmitted, that owner has no authority to seek compensation from the cable system operator or satellite carrier retransmitting the program – it is licensed and there is nothing that the copyright owner can do to derive value *except* through the process followed here.

From IPG's perspective, to accord no value to a licensed program because there was no *ex ante* proof of viewership, is the equivalent of buying groceries then seeking a refund from the grocery store because no one ate them and they sat in the refrigerator. Regardless, while earlier rulings of the CARP embraced IPG's concept, the CRB has rejected it, instead adopting that volume of programming is to be generally disregarded in lieu of viewership evidence, and ruling that if there is no evidence of viewership, a program is deemed valueless.5

For certain, MC would have preferred to have asserted a claim to whatever figures were adopted by the submitted methodologies. Moreover, MC did not *expect* that the methodologies advocated by either the SDC or MPAA would render an allocation of 100% of either the

---

5 Docket No. 2008-2 CRB CD 2000-2003 (Phase II), *Distribution of the 2000, 2001, 2002 and 2003 Cable Royalty Funds*, 78 Fed. Reg. 64,984 at 65,000 (Oct. 30, 2013):

> "The Judges find [IPG's] methodology unacceptable. Even if viewership as a metric for determining royalties may be subject to some adjustment in light of the economic incentives facing a CSO, there is certainly no basis to allow for compensation in the absence of any evidence of viewership."

devotional or program suppliers category to MC. Nonetheless, it was the Moving Parties that previously demanded that every written direct statement assert some percentage or monetary claim, even if the submitting entity realized the inadequacy of information upon which it has relied. Now, amazingly, the Moving Parties seek dismissal of all MC claims despite MC adopting the Moving Parties' methodologies that accord value to MC's claims.

B. NO UNIQUELY CONSTRUCTED DISTRIBUTION METHODOLOGY IS REQUIRED AND, CONTRARY TO THE MOVING PARTIES' ASSERTION, MULTIGROUP CLAIMANTS *HAS* SET FORTH A DISTRIBUTION METHODOLOGY.

In the current proceedings, MC determined that it was not worthwhile to propose a uniquely constructed distribution methodology. Initially, provided that there are a sufficient number of measurements to be considered in a study, MC's assignor (Independent Producers Group; "IPG") witnessed in prior proceedings that the results between methodologies proposed by IPG and certain methodologies substantially similar to those presented in these proceedings did not generate a substantially different result.6 As a result of the methodologies already presented in the allocation phase of this proceeding and the data described in the direct statements that were submitted, MC already anticipated (correctly) that methodologies substantially similar to prior Phase II methodologies would be presented in this distribution phase. As such, MC's choice was to either resubmit methodologies that this panel has consistently rejected, or redundantly submit the same information and methodology that this

---

6 Primary differences arose from the adversary parties' unwarranted disparate treatment of programs controlled by IPG versus the adversary party that were not openly revealed (e.g., commands hidden in computer code).

panel has accepted and was already being presented as part of an adversary's methodology in this distribution phase. Both alternatives would present an extraordinary expense for no perceived benefit. Neither alternative made sense from the standpoint of these proceedings and, candidly, MC's decision could substantially narrow the issues for this proceeding.

As an initial matter, the Moving Parties incorrectly contend that a distribution methodology is required to be submitted by a party in order to preserve the validity of a party's represented claims. ***If such were the case***, then the SDC's failure to submit *any* distribution methodology (uniquely constructed, or otherwise) as part of its direct statement in the 2000-2003 cable proceedings (Phase II) would have automatically invalidated all SDC claims in such proceeding, rendering an award to Independent Producers Group of 100% of the devotional programming pool. Such did not occur, nor would have been reasonable. 78 Fed. Reg. 64984, at 65004-05 (Oct. 30, 2013). The fact that the SDC presented no methodology (uniquely constructed, *or otherwise*) was not a basis for dismissing all claims of the SDC, but only the basis for disregarding any untimely presented methodology of the SDC.7

Second, although MC has presented witness testimony and a percentage claim, the regulations requiring the submission of testimony and a percentage or dollar claim to the fund are more reasonably read to mean that such elements must be included in direct statements ***if*** a party is proposing a uniquely constructed distribution methodology. If a party is proposing a uniquely

---

7 The Judges referred to the SDC's post-facto attempt to introduce a distribution methodology a year late as "trial by ambush". 78 Fed. Reg. 64984, at 65004 (Oct. 30, 2013). Despite the Judges' order that the SDC was prohibited from asserting its own distribution methodology, it did not prohibit the SDC from challenging IPG's distribution methodology. More to the point, however, the Judges did not invalidate the claims of the SDC. Id. at 65005. Notwithstanding,

constructed distribution methodology, then it makes rational sense that the party must identify all testimony relied on and the results of the methodological processes, i.e., the percentage or dollar share for which the party is making claim. However, for any party content to accept the methodology submitted by an adversary party, subject only to modifications as to the reasonableness of such methodology and other evidence submitted in the rebuttal phase of proceedings, there is no "testimony" to submit.8 Such fact renders 37 C.F.R. Section 351.4(b)(1) moot in such context. Similarly, Section 351.4(b)(3) is mooted if the party agrees that it is content to work from the adversary party's proposed methodology and, in any event, such provision expressly states that:

> "No party will be precluded from revising its claim or its requested rate at any time during the proceeding up to, and including, the filing of the proposed findings of fact and conclusions of law."

As such, while a party could arbitrarily assert a claim to 100% (or 50%, or 1%) of a pool pending review of the adversary's methodology, solely to satisfy such regulation's requirement that *some* figure be presented, a party articulating that such percentage claim would be arbitrary until further specified information is received (such as the receipt of supporting data) is not disingenuous. On the contrary, it is a more truthful statement as to the status of matters, particularly if it identifies the yet-to-be-secured information, as was identified by MC.

---

that is precisely what the Moving Parties advocate here.

8 The only caveat to this statement would have been the presentation of witness testimony to address the validity of claims, which at the time the CRB regulations were adopted, was addressed *after* the submission of written direct statements. However, with the Judges' modification of the process to have the claims hearing precede the submission of written direct statements, such issue appears to have been mooted.

The Moving Parties' brief is unclear and misleading. On one hand, the Moving Parties argue that in order for a valid claimant to receive any portion of the program category pools, they must submit a written direct statement advocating a distribution methodology. Nonetheless, review of the Moving Parties' brief presumes that concession to an advocating party's methodology is insufficient, i.e., that a valid claimant must go farther and submit a "uniquely constructed" methodology that has been constructed by that claimant. Such an argument suggests that there *must* be extensive disagreement even where no disagreement or limited disagreement exists. In fact, the Moving Parties' argument would contend that even an outrageously dimwitted methodology would satisfy the requirements of a written direct statement, whereas acceding to a competing methodology would not.9 Quite simply, there is nothing in any regulation, statute or decision to support such a holding, nor does it comport with common sense.

In order to support the less objectionable concept, that some methodology must be elected, even if not a methodology uniquely created by the claimant, the Moving Parties cite to an order in this proceeding that addressed an entirely different concept.10 As the Judges are aware,

---

9 The Moving Parties seek to prematurely challenge the rationale of the percentage claim, a process that is handled in the rebuttal phase of proceedings. By equal logic, the Moving Parties' argument would rationalize a party seeking to dismiss an adversary party's written direct statement on other grounds, prior to the rebuttal portion of proceedings. For example, in the 2000-2003 Phase II proceedings (remand), the SDC has submitted a methodology that is far more rudimentary than a methodology that the Judges had already dismissed as inadequate. See generally, Docket No. 2008-2 CRB CD 2000-2003 (Remand), *IPG Written Rebuttal Statement*. While IPG addressed this fact within IPG's written rebuttal statement, the Moving Parties suggestion is that such matter could be addressed prior to the rebuttal phase, in separate briefing, as is occurring here.

10 See *Order Granting In Part Allocation Phase Parties' Motion to Dismiss Multigroup Claimants and Denying Multigroup Claimants' Motion for Sanctions Against Allocation Phase*

the cited ruling related to a motion by *allocation* phase parties to dismiss MC from the *allocation* phase of this proceeding, and MC's cross-motion seeking sanctions for the allocation phase parties' refusal to produce discovery unique to the *allocation* phase of this proceeding. No issue existed that MC was not participating in the allocation phase of this proceeding, or that MC had not filed a written direct statement relating to the allocation phase. At issue was what discovery obligations existed between allocation and distribution phase participants by virtue of the proceeding being deemed a single integrated proceeding (i.e., allocation and distribution) and, additionally, the fact that distribution phase participants had already been required to produce distribution-related discovery to allocation phase parties with whom there was no dispute. Taken in that context, the excerpt cited by the Moving Parties from the August 11 Order appears as either irrelevant or dicta.

The first concept addressed in the cited excerpt is as follows:

> "Filing of a written direct statement in each phase remains an essential requirement for further participation in ***that*** phase of the proceeding."

August 11 Order at 3 (emphasis added). Quite simply, the Judges ruled that, despite allocation and distribution phases of the proceeding being part of the same "proceeding", MC was required to file a written direct statement relating to allocation issues in order to participate in *that* phase of the proceeding.

The second concept addressed in the cited excerpt is as follows:

Parties (August 11, 2017). Conspicuously, nowhere do the Moving Parties provide the full title of the order, simply referring to is as the *August 11 Order*, even though three different orders issued on such date in this proceeding. Providing the full title would have made clear the irrelevance of such order to the issue before the Judges here.

> "Articulating one's *allocation* methodology and presenting the evidence supporting it is the most basic, indispensable element of any party's participation in adjudicating *allocation* issues. Failing to do so is inimical to a party's continued participation in the category *allocation* decision."

August 11 Order at 3 (emphasis added). Again, the Judges ruled that by MC not articulating an *allocation* methodology, it could not participate in addressing *allocation* issues. Nonetheless, such language was dicta from the standpoint that MC was not participating in the allocation phase, *at all*. That is, MC did not file a written direct statement, and was not taking any position as to whether one or another distribution methodology should apply. MC's motion asserting its entitlement to discovery was based on its interpretation of the Judges' rulings requiring an exchange of discovery between allocation and distribution phase participants. Further, the Judges did not previously dismiss MC's written direct statement in the distribution phase of this proceeding because it failed to set forth a particular methodology, but rather because it "include[d] none of the required elements of a written direct statement set forth in 37 C.F.R. § 351.4(b)." See *Order Granting In Part Multigroup Claimants' Expedited Motion To Continue Distribution Proceedings Following Resolution of Pending Motions* at 2 (August 11, 2017).

By contrast to the foregoing circumstance, MC ***has*** filed a written direct statement in the distribution phase, ***has*** included all of the required elements, and ***has*** identified the distribution methodologies to which it will accept. While the Moving Parties' cite MC's written direct statement that MC "submits no sponsored distribution methodology", taken in context this statement is clearly asserting that MC is not presenting a "uniquely constructed" distribution methodology that has been constructed by MC. It is not stating that MC is refusing to accept the results of methodologies submitted by adverse parties in these proceedings, as the Moving

Parties suggest, and text to the exact contrary appear in MC's written direct statement (see above). Specifically, MC's written direct statement clarifies that MC has agreed to "*accept the results of methodologies submitted by adverse parties in these proceedings*".

Whereas the Moving Parties utilize their stylistic inflammatory rhetoric, accusing MC of "sandbagging" to make "cherry-picked adjustments", to file a "placeholder pleading", in order to obtain a "second bite at the apple", the very logic of these statement fails. MC has forfeited any right to submit its own uniquely-constructed methodology, and only retains the same right that it would otherwise have to issue rebuttal against an adverse party. Exposing calculation and other errors with an adverse methodology and arguing for adjustments thereunder, is far from presenting a uniquely constructed methodology. That is, no different than in any proceeding previously before the CRB and its predecessors, a party may logically argue that a methodology is failing in a particular manner, then argue for the adjustment that would remedy such error. Methodologies need not be, nor have ever been required to be, taken on an all-or-nothing basis, as the Moving Parties suggest.

CONCLUSION

In sum, the Judges have before them the proverbial "pot calling the kettle black". Multigroup Claimants has engaged in no act in violation of the regulations, no act that disregards this panel's order, and no act that either of the Moving Parties have not engaged in on multiple occasions. The only difference is that MC has been forthright regarding its rationale for its claim, and explained its intent to modify its claim to comport with any submitted methodologies once the underlying data supporting those methodologies has been produced. The Moving Parties seek the dismissal of all MC claims despite the fact that the written direct statements of

both Moving Parties concede that MC is entitled some percentage of the devotional and program suppliers category funds.

Respectfully submitted,

January 17, 2018

_____/s/_____

Brian D. Boydston, Esq.
PICK & BOYDSTON, LLP
10786 Le Conte Ave.
Los Angeles, California 90024
Telephone: (213)624-1996
Facsimile: (213)624-9073
Email: brianb@ix.netcom.com

Attorneys for Multigroup Claimants

CERTIFICATE OF SERVICE

I hereby certify that on this 17th of January, 2018, a copy of the foregoing was sent by electronic mail to the parties listed on the attached Service List.

_____/s/_____
Brian D. Boydston, Esq.

MPAA-REPRESENTED PROGRAM SUPPLIERS

Gregory O. Olaniran, Esq.
MITCHELL SILBERBERG & KNUPP LLP
1818 n Street N.W., 8th Floor
Washington, DC 20036
Tel: 202-355-7817
goo@msk.com; lhp@msk.com

NATIONAL ASSOCIATION OF BROADCASTERS
BROADCASTER CLAIMANTS GROUP

John I. Stewart, Esq.
CROWELL & MORING LLP
1001 Pennsylvania Avenue NW
Washington, DC 20004
Tel: 202-6242-2685
jstewart@crowell.com

CANADIAN CLAIMANTS GROUP

L. Kendall Satterfield, Esq.
SATTERFIELD PLLC
1629 K Street, NW, St 300
Washington, DC 20006
Tel: 202-337-8000
lksatterfield@satterfield-pllc.com

Victor Cosentino
LARSON & GATSON LLP

200 S. Robles Ave., Suite 530
Pasadena, CA 91101
Tel: 626-795-6001
Victor.cosentino@larsongaston.com

SETTLING DEVOTIONAL CLAIMANTS

Arnold P. Lutzker, Esq.
LUTZKER & LUTZKER LLP
1233 20th Street, NW , Suite 703
Washington, DC 20036
Tel: 202-408-7600
arnie@lutzker.com

Matthew MacLean, Esq.
PILSBURY WINTHROP SHAW PITTMAN LLP
1200 Seventeenth Street NW
Washington, DC 20036
Matthew.maclean@pillsburylaw.com
clifford.harrington@pillsburylaw.com

JOINT SPORTS CLAIMANTS

Robert Alan Garrett
ARNOLD AND PORTER LLP
601 Massachusetts Ave., NW
Washington, DC 20001
Tel: 202-942-5000
Robert.garrett@apks.com; sean.laane@apks.com; Michael.kientzle@apks.com

Michael J. Mellis
OFFICE OF THE COMMISSIONER OF BASEBALL
245 Park Avenue
New York, NY 10167
Tel: 212-931-7800
Mike.Mellis@mlb.com

Phillip R. Hochberg, Esq.
LAW OFFICES OF PHILLIP R. HOCHBERG
12505 Park Potomac Avenue, 6th Floor
Potomac, MD 20854

Tel: 301-230-6572
phochberg@shulmanrogers.com

Ritchie T. Thomas, Esq.
SQUIRE PATTON BOGGS
2550 M Street Northwest
Washington, DC 20037
Tel: 202-457-6000
Ritchie.thomas@squirepb.com

PUBLIC BROADCASTING
Covington & Burlington, LLP
Ronald G. Dove, Jr., Esq.
One City Center
850 Tenth Street, NW
Washington, D.C., 20001-4956

Email: rdove@cov.com
ltonsager@cov.com
dcho@cov.com

Certificate of Service

I hereby certify that on Wednesday, January 17, 2018 I provided a true and correct copy of the MULTIGROUP CLAIMANTS' OPPOSITION TO (SECOND) JOINT MOTION TO STRIKE MULTIGROUP CLAIMANTS' WRITTEN DIRECT STATEMENT AND TO DISMISS MULTIGROUP CLAIMANTS FROM THE DISTRIBUTION PHASE to the following:

Broadcaster Claimants Group (BCG) aka NAB aka CTV, represented by Ann Mace served via Electronic Service at amace@crowell.com

American Society of Composers, Authors and Publishers (ASCAP), represented by Sam Mosenkis served via Electronic Service at smosenkis@ascap.com

Settling Devotional Claimants (SDC), represented by Clifford M Harrington served via Electronic Service at clifford.harrington@pillsburylaw.com

National Public Radio (NPR), represented by Gregory A Lewis served via Electronic Service at glewis@npr.org

Canadian Claimants Group, represented by Victor J Cosentino served via Electronic Service at victor.cosentino@larsongaston.com

Spanish Language Producers, represented by Brian D Boydston served via Electronic Service at brianb@ix.netcom.com

Joint Sports Claimants (JSC), represented by Michael S Laane served via Electronic Service at sean.laane@apks.com

Broadcast Music, Inc. (BMI), represented by Janet Fries served via Electronic Service at janet.fries@dbr.com

Major League Soccer, LLC, represented by Edward S. Hammerman served via Electronic Service at ted@copyrightroyalties.com

Public Broadcasting Service (PBS) and Public Television Claimants (PTC), represented by Dustin Cho served via Electronic Service at dcho@cov.com

MPAA-Represented Program Suppliers (MPAA), represented by Lucy H Plovnick served via

Electronic Service at lhp@msk.com

SESAC, Inc., represented by John C. Beiter served via Electronic Service at jbeiter@lsglegal.com

Signed: /s/ Brian D Boydston